

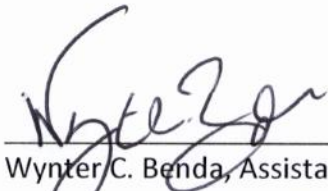


To the Honorable Council
City of Norfolk, Virginia

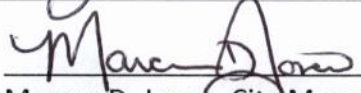
July 12, 2016

From: Darrell R. Crittendon, Director of Recreation
Parks & Open Space

Subject: Acceptance of a donation
from the Ghent Dog Park Association
for certain improvements to the
Stockley Garden Dog Park

Reviewed: 
Wynter C. Benda, Assistant City Manager

Ward/Superward: 4/7

Approved: 
Marcus D. Jones, City Manager

Item Number:

R-13

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Ghent Dog Park Association

III. **Description:**

This agenda item is an ordinance accepting and appropriating a donation from the Ghent Dog Park Association ("GDPA") to the City of Norfolk (the "city") for improvements to the Stockley Garden Dog Park (the "dog park") and approving a Right of Entry and License Agreement with GDPA.

IV. **Analysis**

A cooperative agreement for the formation of the dog park, located at 1310 Stockley Gardens, was adopted in 2008 by Norfolk City Council. Recently, the GDPA approached the Department of Recreation, Parks & Open Space to propose improvements to the dog park. The GDPA proposes to donate time, labor/energy and materials to the city to install and maintain the improvements at the dog park.

V. **Financial Impact**

The total cost for the proposed dog park improvement plan is estimated to be \$7,600, which will be financed by the GDPA.

VI. **Environmental**

There is no environmental impact associated with this matter.

VII. Community Outreach/Notification

Public notification for this agenda item was conducted through the city's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter has been coordinated with the Department Recreation, Parks & Open Space, Ghent Dog Park Association, and the City Attorney's Office.

Supporting Material from the Department Recreation, Parks & Open Space:

- Ordinance
- Exhibit A: Ghent Dog Park Association Park Improvement Plan
- Exhibit A: Ghent Dog Park Association Park Improvement Plan estimates
- Exhibit B: Right of Entry and License Agreement

6/10/2016-wld

Form and Correctness Approved: *ZAP*

By *[Signature]*

Office of the City Attorney

Contents Approved:

By *[Signature]*

DEPT. Recreation, Parks and Open Space

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE ACCEPTING AND APPROPRIATING THE DONATION FROM THE GHENT DOG PARK ASSOCIATION OF CERTAIN IMPROVEMENTS TO THE STOCKLEY GARDEN DOG PARK, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A RIGHT OF ENTRY AND LICENSE AGREEMENT WITH THE GHENT DOG PARK ASSOCIATION AND ITS MEMBERS, MATERIAL SUPPLIERS AND CONTRACTED SERVICE PROVIDERS FOR WORK RELATED TO THE DOG PARK IMPROVEMENTS.

- - -

WHEREAS, the Ghent Dog Park Association ("GDPA") wishes to donate its time, labor/energy and materials to the City of Norfolk ("City"), to install and maintain certain improvements at the Stockley Garden Dog Park ("Dog Park"), located at 1310 Stockley Gardens, Norfolk, as shown on Exhibit A attached hereto; and

WHEREAS, the City accepts with appreciation the donation from the GDPA; and

WHEREAS, the City and GDPA desire to enter into a Right of Entry and License Agreement ("Agreement"), a copy of which is attached hereto as Exhibit B, regarding the certain improvements at the Dog Park; now therefore,

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the donation of the certain improvements, as noted in Exhibit A, to the City from the GDPA for the Dog Park is hereby accepted with appreciation.

Section 2:- That the City Manager is hereby authorized to enter into the Agreement, a copy of which is attached hereto as Exhibit B, on behalf of the City of Norfolk with the GDPA relative to the aforementioned improvements at the Dog Park.

Section 3:- That the City Manager, with the advice and counsel of the City Attorney, is further authorized to correct, amend or revise the Agreement as he may deem necessary, consistent with the purposes stated herein, and to do all things necessary and proper to implement the Agreement.

Section 4:- That the permission granted in said Agreement is expressly subject to the Council's right of revocation at any time, in its sole discretion.

Section 5:- That this ordinance shall be in effect from and after the date of its adoption.

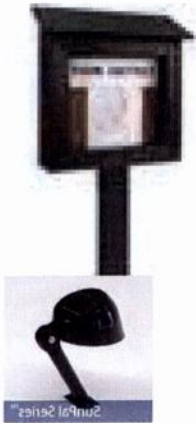
EXHIBIT A TO ORDINANCE

Ghent Dog Park Association Park Improvement Plan 5/17/2016



Total projected cost of improvements: \$ 7,635.72

Ghent Dog Park Association Park Improvement Plan 5/17/2016



Two small locking case outdoor bulletin boards for placement outside each gate \$ 554

<http://www.allendisplay.com/18W-x-18H-Single-Door-Mini-Outdoor-Message-Center-with-Natural-Cork-Tack-Surface>

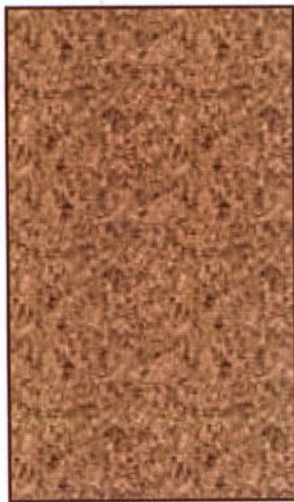


Two Small solar powered light, to light the inside of the bulletin boards at night so that people can read their contents.. <http://www.siliconsolar.com/real-estate-solar-light-p-16278.html> \$35.15 total

Two x 4 x 4 post @ \$15.77 each = \$31.54

One 50 pound bag Quickcrete \$4.90

Total costs for lighted bulletin boards: \$625.79



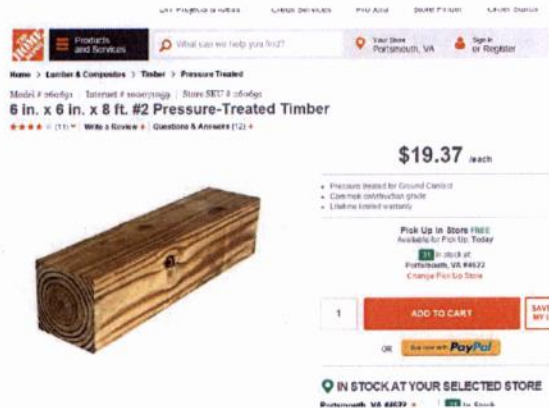
FIBAR engineered wood fiber at a depth of 6"

Approximate size 120 x 48, 5760 sf \$3,231 including freight

<http://www.fibar.com/Playgrounds/dogparks.html>

Total cost for FIBAR: \$3231.00

Ghent Dog Park Association Park Improvement Plan 5/17/2016



Fiblar to be bordered by #2 Pressure-Treated Timber 6 x 6 x 8', attached via galvanized steel plates.

42 count \$813.54

3 in. x 6 in. 20-Gauge Mending Plate \$1.10 each x 38 = \$41.80

12 gauge angle hanger (for corners) \$2.57 x 4 = \$10.28

84 count 24" rebar \$1.70 each = \$142.80

Total for containment system: \$1,008.42



Improve vegetation outside of fence on the long runs of the park by planting liropie, one plant every foot. Total of 480 linear feet. 1 plant every 12 inches = 480 plants @ \$.87 each = \$450.00

Total costs for liropie: \$450.00

http://classygroundcovers.com/product/365/Liriope-spicata-50-Bare-Root-plants?affl=froogle&gclid=CjwKEAajwguu5BRDq8uSKhaKlZDkSJACQ7WJIBTtvqgorapsAziUmL7GWQg4pohNNjc3Y7kO4HAKglhoCeHfw_wcB

Total Park Improvement Plan Cost Estimate: \$5400.

Presented by: The Ghent Dog Park Association Board:

Traci Lovelace, President (804) 240-2626

Adryan Foresman, Vice President

Nathan Crawford, Secretary

Tom Clapp, Treasurer

EXHIBIT B TO ORDINANCE

THIS RIGHT OF ENTRY AND LICENSE AGREEMENT ("Agreement"), made this ____ day of _____, 2016, by and between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia ("City"), Grantor, and the **GHENT DOG PARK ASSOCIATION** ("GDPA"), Grantee, acting through its duly authorized officer _____.

WITNESSETH:

The City does hereby grant to GDPA permission for its members, material suppliers and contracted service providers to enter upon and use certain City-owned property, known as the Stockley Garden Dog Park ("Property"), located at 1310 Stockley Gardens, for the purpose of installing and maintaining certain improvements for the benefit of the Property, as noted on the attached Exhibit A.

This Agreement shall be subject to the following terms and conditions:

1. This Agreement shall be in effect commencing July 1, 2016, or upon the effective date of any authorizing ordinance, whichever shall last occur. For the purpose of the installation of the improvements (the "installation period"), this Agreement shall terminate on December 31, 2016, unless extended in writing by the City. Thereafter, this Agreement shall continue for the purpose of maintenance only.
2. This Agreement for the stated purpose is subject to the City's right of revocation, at any time, and in its sole discretion.
3. The City shall have access to the Property at all times.
4. Prior to entering upon the Property, GDPA shall obtain all necessary permits and authorizations required for their intended use of the Property.

5. GDPA agrees and represents that it has obtained, or will obtain, from all parties necessary, including Miss Utility and the City's Department of Recreation, Parks & Open Spaces ("RPOS"), authorization for services needed for the installation and maintenance of the needed improvements and for the safe performance of said services, installation and maintenance, prior to any improvements, installation or maintenance being performed.

6. GDPA expressly agrees to indemnify, defend, and hold the City harmless from and against any and all claims, loss, damage, injury, and liability however caused, resulting from, arising out of, or in any way connected with the GDPA, or its members, material suppliers or contracted service providers use of the Property.

7. GDPA, by and through any and all of its material suppliers or contracted service providers, shall take out and keep in full force and effect, liability insurance with a company authorized to do business in the Commonwealth of Virginia, insuring itself and naming the City as an additional party insured in the amount of at least \$1,000,000.00 against liability for the death or injury to any person or persons, and in the amount of \$100,000.00 for destruction of property from any and all claims, actions, and suits that may be asserted or brought against GDPA, or its successors, assigns, its material suppliers or against the City.

8. All effort and costs associated with the installation, operation and maintenance of the improvements shall be the responsibility of GDPA.

9. All design plans and proposed materials shall be approved by RPOS before implementation and GDPA shall incorporate all plan or material modifications requested by the City.

10. All improvements must be shown and labeled on a design plan.

11. The FIBAR Engineered Wood Fiber (EWF) mulch area shall be contained within a border system approved by RPOS that is securely anchored to a level ground surface.
12. The EWF shall be installed per FIBAR manufacturer's specifications.
13. All unanticipated or unintended consequences resulting from the implementation of any improvements, i.e. drainage problems, shall be GDPA's responsibility to fix at their own cost and expense.
14. All future repairs and maintenance related to the aforementioned improvements shall be the responsibility of GDPA at their own cost and expense.
15. GDPA shall notify RPOS whether they intend to implement the work with a volunteer labor force or through contracted services.
16. GDPA shall notify RPOS in writing at least 10 business days in advance of any park closures or interruptions of service related to the maintenance and repair of the park improvements. Further, GDPA shall notify the general public in writing and via social media at least ten (10) business days in advance of any park closures or interruptions of service related to the maintenance and repair of the park improvements. Public notification shall consist of posting temporary signs or display exhibits in prominent, visible locations within the Property.
19. If GDPA fails to sufficiently maintain said improvements, the City reserves the right to remove all improvements in a manner that corresponds to the goals and objectives of RPOS and at the sole cost and expense of GDPA.
20. Upon the completion of the installation period or any maintenance event, GDPA shall restore any of the Property, not the subject of this installation, to its original condition, as it existed prior to entry, and shall repair any damage that results from GDPA's use of the Property.
21. This Agreement may not be assigned by GDPA to another entity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials as of the day and year first above written.

GHENT DOG PARK ASSOCIATION

By: _____
Name (Printed): _____
Title: _____

COMMONWEALTH OF VIRGINIA,
CITY OF _____, to wit:

I, _____, a Notary Public of the City of _____,
Commonwealth of Virginia, do hereby certify that _____,
_____ (Title) of Ghent Dog Park Association, whose name is signed in the foregoing
Right of Entry Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this ____ day of _____, 2016.

Notary Public
Registration No.: _____

CITY OF NORFOLK

By: _____ (SEAL)
City Manager

ATTEST:

City Clerk

**COMMONWEALTH OF VIRGINIA,
CITY OF NORFOLK, to-wit:**

I, _____, a Notary Public of the City of Norfolk, Commonwealth of Virginia, whose term of office expires on the ____ day of _____, 20____, do hereby certify that Marcus D. Jones, City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose name is signed in the foregoing Right of Entry Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this ____ day of _____, 2016.

Notary Public
Registration No.: _____

APPROVED AS TO CONTENT:



Director of Department of Recreation,
Parks and Open Spaces

APPROVED AS TO FORM AND CORRECTNESS:

Assistant City Attorney